BEH TUCK SENG v. REX.

[Appellate Criminal Jurisdiction (Murray-Aynsley, C.J) June 17, 1947]

Penal Code, Sections 383 and 384 — Extortion — Ingredients of offence.

In this case the appellant appealed against his conviction under Section 384 of the Penal Code. The facts were shortly as follows: The appellant approached the complainant and said he wanted to collect $10.80 for expenses. He said further "everyone here has joined, what about you?". The Complainant, who was a stall holder, took this as a threat and feared that if he did not pay he would be beaten or his stall upset. He therefore paid over a sum of money. There was no suggestion that the appellant had any business to collect any money from the complainant.

Held, that on the facts there was sufficient evidence on which to convict the appellant.

MAGISTRATE'S APPEAL.

S. C. Goho for the Appellant.

C. H. Butterfield (D.P.P.) for the Respondent.

Murray-Aynsley, C. J. : — In this case the appellant approached the complainant and said he wanted to collect $10.80 for expenses. He said further "everyone here has joined, what about you?" The complainant, who was a stall-holder, took this as a threat and feared that if he did not pay he would be beaten or his stall upset. He, therefore, paid over a sum of money. There is no suggestion that the appellant had any business to collect any money from the complainant.

The appellant was convicted under section 384, Penal Code.

The question is whether there was sufficient evidence on which to convict the appellant. Extortion is defined in section 383 of the Penal Code which reads :—

> Whoever intentionally puts any person in fear of any injury to that person or to any other, and thereby dishonestly induces the person so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security, commits "extortion."

All that is necessary under the section is that a person should be intentionally put in fear of any injury and should be thereby dishonestly induced to deliver any property or valuable security.

In this case it is clear that the complainant was put in fear and that he was induced thereby to hand over money.

The whole question therefore turns on whether this was done "intentionally" and "dishonestly".

To anyone with any knowledge of the habits of extortioners the whole transaction has a very familiar sound and it is not surprising that the complainant put upon it the construction that he did. The learned District Judge thought the same about it, and I think one would have to be ingenuous to think otherwise.

I don't find any substance in any of the other objections raised.

The sentence is not excessive. The appeal must be dismissed.

Appeal Dismissed.

R. J. SNEDDON v. A. G. SHAFE.

[Original Civil Jurisdiction (Brown, J.) May 16, 1947]

Custodian of Property Proclamation of Malayan Union Section 10 — Sale of motor car by Custodian of Property Penang — Validity of Sale — Law applicable — Rules of the Supreme Court, Order 33.

The facts in this case were shortly as follows: On the 15th of February 1942 the plaintiff was the owner of a Chrysler Saloon car. No evidence was available regarding its use from the 15th February 1942 to the 18th October 1945, but it was agreed that it was then taken over by the Japanese. From the 18th October 1945 to the 10th April 1946 it was used in Penang by the B.M.A. (Rubber Buying Unit). On the 11th April 1946 the Custodian of Property, Penang, acting (or purporting to act) under Section 10 of the Custodian of Property Proclamation of the Malayan Union, sold the car to the defendant in Penang. On the 17th April 1946 the defendant brought it from Penang to Singapore and the car was registered in Singapore. The plaintiff returned to Singapore on the 5th September 1945 and claimed the return of the motor car and damages for its detention. Section 10 of the Custodian of Property Proclamation in the Malayan Union read as follows: "When any property taken into custody by the Custodian is perishable or liable to waste or deteriorate if kept or kept untenanted, the Custodian may sell the same and retain custody of the proceeds pending directions as to their disposal, or may execute on behalf of the owner leases or tenancy agreements at such rents, upon such conditions and for such terms as the Custodian may think fit." On the 10th October 1946 (that is after the sale of the car in question in this case) the following sub-section was added by amendment: "(2) Any sale by the Custodian purporting to be in exercise of the power of sale conferred upon him by sub-section (1) which has taken place since this Proclamation came into force or which shall hereafter take place, shall be deemed to be a valid sale and shall not be called into question in any Court." The following questions of law were raised for the opinion of the Court under the special case procedure provided by Order 33:

(1) (a) whether in view of the Custodian of Property Proclamation of the Malayan Union and its Statutory modifications the Court can take cognisance of the claim of the Plaintiff; (b) if so, whether the Court must hold that there was a valid sale to the defendant by reason of the Custodian of Property Proclamation Section 10, subsection 2; (2) whether the Custodian of Property, Penang, had any power to sell the motor car; (3) whether the Custodian of Property, Penang, made a valid sale of the motor car to the defendant under which he became owner; (4) if the defendant's title is not absolute whether the plaintiff is entitled to an order for delivery up of the car; (5) if the defendant's title is